Terms and conditions

Three Capes Track Experience

The Crown in Right of Tasmania, represented by the Tasmanian Parks and Wildlife Service, manage access to all Tasmanian Parks, including the Tasman National Park in which the Three Capes Track Experience (3CTE) is located. By making a reservation for 3CTE You agree you have read and irrevocably agree to be bound by these Terms and Conditions.

1. INTERPRETATION

For the purposes of these terms and conditions, the following definitions apply unless the context otherwise requires:

Boat Trip means an interpretative boat based experience and journey from Port Arthur Historic Site (PAHS) to Denmans Cove (being the start of the walking track) that forms part of the 3CTE for those undertaking the 3CTE.

Bus Trip means a bus shuttle ride from Fortescue Bay to PAHS after the other components of the 3CTE have been completed.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Child means a person who is three (3) years of age or more, and less than eighteen (18) years of age, at the relevant Departure Date and **Children** has a corresponding meaning.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature however arising and whether present or future, fixed or unascertained, actual or contingent, and whether at law, in equity, under statute or otherwise.

Departure Date means the calendar day on which a 3CTE is to commence, being the same day the passage on the Boat Trip will take place. A reference to **Your Departure Date** means the Departure Date allocated at the time of your reservation or any subsequent Departure Date determined in accordance with these terms and conditions.

Departure Time means the time a Boat Trip as part of a 3CTE is scheduled to depart from PAHS. A reference to **Your Departure Time** means the Departure Time allocated at the time of your reservation or any subsequent Departure Time determined in accordance with these terms and conditions.

Educational Body means a school, college or other institute which provides educational instruction at any level up to, and including, the final year of secondary education, an approved TAFE institute, a University or (where such trip is to be a bona fide educational trip) an approved organisation for Children including Scouts, Guides or the Duke of Edinburgh awards but will not include 'social' or 'recreation' clubs or groups affiliated with the educational institutions such as bushwalking clubs provided that PWS will have absolute discretion to determine whether an organisation is an Education Body for the purposes of these terms and conditions and the PWS decision on such matter will be final and binding.

Educational Group Trip (EGT) means the undertaking of the 3CTE at the same Departure Date and Departure Time by a group of persons (including an EGT Responsible Person) associated with an Educational Body in accordance with these terms and conditions (in particular clauses 2.4 and 8.6).

EGT Responsible Person means a person who is responsible for all persons undertaking an Educational Group Trip which person must possess all the following attributes:

(a) be an employee or relevant officeholder of the

Educational Body or be contracted by the Educational Body to act as such a EGT Responsible Person;

(b) is at least eighteen (18) years of age at the Departure Date;

(c) is to undertake the entirety of the 3CTE with the relevant Educational Group Trip;

(d) holds a First Aid qualifications to level of Workplace Level 2 or Remote Area First Aid Certificate or equivalent and is familiar with the procedures for first aid and emergency (rescue) situations;

(e) is to carry a personal locator beacon on their person for the entirety of the 3CTE with the relevant Educational Group Trip; and

(f) is highly experienced in bushwalking in all weather and different terrains, with details of compliance with these requirements (including copies of all relevant documentation) to be provided to PWS upon request.

Fee means the monetary amount to be paid for taking part in the 3CTE as more fully set out in clause .

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

Infant means a person aged less than three (3) years of age at the relevant Departure Date.

Nodes means any or all or any combination (as the context requires) of the accommodation sites along the Three Capes Track at Surveyors, Munro and Retakunna.

PAHS means the Port Arthur Historic Site as defined in the *Port Arthur Historic Site Management Authority Act 1987* (Tas).

PAHSMA means the Port Arthur Historic Site Management Authority established under the *Port Arthur Historic Site Management Authority Act 1987* (Tas).

Park means the Tasman National Park (as proclaimed from time to time).

Pass means the pass provided on check-in in accordance with clause .

PWS means the Crown in Right of Tasmania as represented by the Tasmania Parks and Wildlife Service and where the context requires or permits includes its employees, agents, contractors and subcontractors (which may include PAHSMA and any contractor and their staff providing the Boat Trip and/or the Bus Trip).

Three Capes Track means the bushwalking track (located predominately within the Park) constructed, as at the date of this Agreement, between Denmans Cove, Cape Pillar and Fortescue Bay, and known as the 'Three Capes Track'.

You means you as the person making an application to take part in the 3CTE (and where the context permits includes any other person on whose behalf You make an application for in accordance with these terms and conditions) and Your has a corresponding meaning.

Three Capes Track Experience (**3CTE**) means the bushwalking experience which includes the following:

(a) car parking and luggage storage at the PAHS;

(b) admission to the PAHS (which is part of the Australian Convict Sites World Heritage Property) which admission remains valid for two years from Your Departure Date on Your reservation;

(c) a seat on the Boat Trip (and space for Your reasonable equipment) leaving at the Departure Time on the Departure Day on Your reservation;

(d) walking the Three Capes Track and three nights of accommodation while on the Three Capes Track at the Nodes (with the first night to be spent at Surveyors, the second at Munro and the third at Retakunna); and

(e) a seat on the Bus Trip (and space for Your reasonable equipment) leaving from Fortescue Bay to PAHS on completion of Your Three Capes Track walk.

For the avoidance of doubt when interpreting these terms and conditions the singular includes the plural and conversely, headings are for convenience and have no effect and a term of inclusion must not be interpreted to be a term of limitation.

2. APPLICATION AND PAYMENT

2.1 Application process

(a) Applications for every person, including Children and Infants and for all persons on an Educational Group Trips, who seeks to undertake the 3CTE must be made as provided for on www.threecapestrack.com.au.

(b) Without being limited by any other clause of these terms and conditions, PWS may place limits on:

(i) how far in advance applications to undertake the 3CTE can be made;

(ii) the number of reservations available on any Departure Date and any Departure Time, which may include limits as to the types of reservations available;

(iii) the number of persons, including Children and Infants, on whose behalf You may make an application.

(c) Only persons over the age of 18 years can make an application to undertake the 3CTE.

(d) Any application for multiple persons must be on the basis it is an Educational Group Trip (as provided for in clause 2.4) or in all other such cases, that there is no commercial arrangement between those persons in respect of undertaking the 3CTE. Commercial guided groups are not permitted to take part in the 3CTE.

(e) If there is the requested availability, to complete your application, you must pay the Fee in full by Mastercard or Visa credit card at that time, and payment will be automatically charged to your credit card via the booking system online. Only one payment per booking transaction will be accepted. PWS is not responsible for any currency conversion or any fees imposed by Your credit card provider in complying with this clause .

(f) On receipt of payment the application process is complete. Subsequently, you will be emailed a receipt confirming a reservation for the specific Departure Date and Departure Time set out in the application. Your reservation is valid only for the commencement of the 3CTE on that specific Departure Date and for that Departure Time only.

(g) A receipt of confirmation of Your reservation will be provided to the email address nominated in Your application. PWS is not responsible to You if You fail to receive this receipt. If You do not receive Your receipt within two days of Your payment being accepted in accordance, please contact the 3CTE team by email to ThreeCapesTrack@parks.tas.gov.au.

(h) A reservation to undertake the 3CTE is issued on and subject to these terms and conditions. Each person named in the application and who has been given a reservation to undertake the 3CTE must comply with these terms and conditions.

(i) You must present the receipt emailed to You on arrival (together with any proof of identification if requested) at the designated reception area at PAHS which will be exchanged for a Pass which You must keep with You at all times when undertaking the 3CTE. You must show Your Pass on request.

(j) PWS does not guarantee the availability for any particular Departure Date and/or Departure Time or that an application will be approved.

2.2 Children and Infants

(a) The 3CTE is not suited for Infants. Approval of a reservation with an Infant is subject to availability and approval at the absolute discretion of the PWS. If You are requesting to book with an Infant You must;

(i) contact the Three Capes Track Team at ThreeCapesTrack@parks.tas.gov.au to confirm availability prior to making a booking; and

(ii) during high demand periods, ensure that Your reservation is for a minimum of five (5) persons, including any Children and Infants, to ensure the group are allocated a room without any persons whom are not part of the group.

(b) If You make a reservation that includes Infant(s) without the prior approval of the PWS Your reservation may be cancelled.

(c) Only persons aged eighteen (18) years or over as at the proposed Departure Date may make an application to undertake the 3CTE in accordance with clause .

(d) Applications may be made on behalf of Children and Infants, provided that:

(i) the Children and/or Infants must be accompanied by a person over the age of eighteen (18) years when undertaking the 3CTE;

(ii) You cannot be responsible for more than a total of three (3) Children and/or Infants, with the maximum number of Infants partaking in the 3CTE on any given Departure Date must not exceed two (2);

(iii) that person will be fully responsible for the care, control and supervision of those Children and/or Infants whilst undertaking the 3CTE; and

(iv) details are provided (if requested) of the names of each adult who taking such responsibility for any Child and/or Infant and the names of those Children and/or Infants for whom they will take responsibility (as well as details of the ages of such Children and/or Infants).

(e) For the avoidance of doubt, PWS also reserves the right to limit the availability of reservations available on any Departure Date and any Departure Time to take into account Infant bookings already made in accordance with clause 2.1(b).

2.3 Fees and payment

(a) The current prices (including allowances for certain concessions) (**Fee**) for taking part in the 3CTE are listed at www.threecapestrack.com.au. All prices are in Australian dollars and include any applicable GST (Goods and Services Tax).

(b) The Fee is a fixed amount regardless of whether or not You choose to take part in all aspects of the 3CTE (for example You will not be entitled to any discount or refund if You already hold a pass permitting entry to the PAHS and/or Tasmanian National Parks and/or You choose not to use the luggage storage available, travel on a Bus Trip or seek any subsequent admission to the PAHS).

(c) If You have chosen a concessional Fee for any person in the Application then that person will need to provide as required a copy of their applicable concession card (being either a valid Australian Commonwealth Government issued Pension Card, Health Care Card or Australian State issued Seniors Card not including Seniors Business Cards) when collecting their Pass at the PAHS. If such person is unable to present the relevant concession card as applicable they will be required to pay the balance of applicable full Fee at the time of check-in, otherwise they may not be able to take part in the 3CTE.

(d) In the event that You are entitled to any refund in accordance with these terms and conditions, that refund will only be credited to the credit card used to pay the Fee.

2.4 Educational Group Trips

(a) An application for an Educational Group Trip may only be made by a person over the age of 18 who is lawfully authorised to represent the relevant Educational Body (including for schools being endorsed by the school principal and the equivalent for other Educational Bodies) and make a booking on its behalf for the proposed Educational Group Trip and who has read, understood and accepted these terms and conditions. For the avoidance of doubt it is noted clause 2.1(j) applies in respect of any such application.

(b) In the case of an Educational Group Trip the person making the application as referred to in subclause (a) will need to firstly contact PWS by telephone on 1300 827 727 or email to ThreeCapesTrack@parks.tas.gov.au to express the relevant interest in undertaking an Educational Group Trip and determine whether there is the requisite availability for the proposed Departure Date and Departure Time for the number of persons proposed to take part, and if there is the requested availability, such applicant person must then complete and return a registration form upon behalf of the Educational Body (which registration form will be forwarded to that person upon them providing the relevant details in such telephone discussion) to the satisfaction of PWS by the earlier of fourteen days of receiving such registration form or three months prior to the proposed Departure Date of the Educational Group Trip.

(c) Any application made for an Educational Group Trip:

(i) must nominate a EGT Responsible Person and provide full details of such person with the Educational Body to ensure such EGT Responsible Person is aware of the requirements of these terms and conditions and agrees to comply with them; and

(ii) must be compliant with the group size and composition requirements set out in clause 8.6.

(iii) must only have been made after the applicant and the Education Body has given full and proper consideration to the gender and age composition of those persons proposing to undertake the Educational Group Trip and is of the opinion, acting reasonably, that all such persons can be appropriately accommodated within the room configurations specified in clause 8.6(c) (noting beds in such rooms will not be made available to any other person) in accordance with all applicable procedures and policies relevant to that Educational Body relating to activities such as the Educational Group Trip proposed.

(d) The Fee specified for an Educational Group Trip is a set Fee. If there is eight or less persons in an Educational Group Trip the same Fee, being the Fee for eight persons, will be charged in all circumstances. If there are between nine and sixteen people in an Educational Group Trip, the same Fee, being the Fee for sixteen persons, will be charged in all circumstances. In additional to the relevant requirements of clause 2.3 applying, it is wholly the responsibility of the Educational Body to determine individual contributions (and arrange for collection of moneys) from those persons who are to take part in the Educational Group Trip, how it manages to pay the Fee and how it is to deal with any refunds or other circumstances of alteration or cancellation. PWS will deal only with a single contact person of the relevant Educational Body (and not individual members of any Educational Group Trip) and will only accept payment from the relevant applicant person on behalf of the Educational body in accordance with subclause (e).

(e) Payment of the Fee relating to the entirety of an Educational Group Trip does not need to be made on application, provided that a non-refundable deposit amount equal to at least 12.5% of the total applicable Fee for the entirety of an Educational Group Trip is paid by way of Mastercard, Visa credit card or direct deposit within sixty (60) days of the proposed Departure Date and the remainder of that Fee is paid by way of Mastercard or Visa credit card or direct deposit at least thirty (30) days prior to the proposed Departure Date.

(f) Full compliance with the above requirements will mean the provisions of clause 2.1(f), (g), (h) and (i) apply to the relevant application for an Educational Group Trip.

(g) The provisions in clauses 3 and 7 relate only to an Educational Group Trip as a whole and applications in respect thereof are to be made by a person lawfully acting on behalf of the relevant Educational Body only. Alterations and cancellations (and refunds) will not be made in respect of any particular individual person or persons on an Educational Group Trip.

(h) Except if expressly provided for otherwise in these terms and conditions, all persons on an Educational Group Trip must at all times comply with all other requirements of these terms and conditions and these terms and conditions are to be read and interpreted in such a manner in respect of Educational Group Trips so as to be applicable both to one or more individual persons on an Education Group Trip and the entire group of persons comprising the Educational Group Trip as a whole as the context permits.

(i) It is the responsibility of the applicant and the Education Body as a whole that all persons who are to take part in an Educational Group Trip are made aware of these terms and conditions and are agreeable to undertaking the Educational Group Trip subject to these terms and conditions. In particular, each person who is to take part in an Educational Group Trip is taken to accept the risks set out in clause 9.2 and are deemed to provide the indemnities set out in clause 9.3, with the Education Body indemnifying the Crown in respect of such matters.

(j) Without limiting or being limited by clause 10.1 the Education Body must have in place (and maintain, comply with the relevant terms thereof at all relevant times and not do anything that would prejudice) appropriate and adequate policies of insurance (including, but not necessarily limited to, insurance in respect of public liability and worker's compensation) that provides coverage for all persons on the Educational Group Trip in respect of that Educational Group Trip. Details of such insurance policies must be provided on request to PWS at any time (including but not limited to completion of relevant details on any relevant registration form) and an Educational Group Trip may not be allowed to occur at the discretion of PWS acting reasonably if such requirements are not complied with.

3. ALTERATIONS OR CANCELLATIONS BY YOU

3.1 Alterations

(a) If You need to alter or cancel Your reservation You must either:

(i) phone 1300 827 727 during normal business hours on a Business Day; or

(ii) email threecapestrack@parks.tas.gov.au providing details of such request.

You will not be able to alter or cancel Your reservation through the website booking system. Your reservation will only be able to be altered if there is sufficient availability on the proposed alternate Departure Date and/or Departure Time.

(b) If You make any application to alter Your reservation at least 3 Business Days before the Departure Date of Your previously made reservation then You will not be required to make any further payment towards the altered reservation if the application is successful.

(c) If You make any application to alter Your reservation less than 3 days before the Departure Date of Your reservation then if the application is successful You will be required to make a further payment equal to 100% of the Fee that would normally apply to the altered reservation before the altered reservation becomes effective.

(d) If Your application to alter Your reservation is successful it must be completed within 2 (two) years from the date of booking. If the application is not completed within 2 (two) years from the date of booking the reservation will be cancelled and You may be eligible for a partial refund of 75% of the Fee paid for that Reservation.

(e) Any further payment required in respect of an alteration to Your reservation will be required to be paid by way of Mastercard or Visa credit card payment at that time in accordance with all directions that may be given to You by PWS. PWS is not responsible for any currency conversion or any fees imposed by Your credit card provider in complying with this clause .

(f) In the event You are unable to alter Your reservation (including by failing to pay any amounts required by subclauses (c) or (d) then You will be required to cancel Your reservation if You wish to be eligible for any partial refund of the Fee in accordance with clause .

3.2 Cancellations and refund requests

(a) If You make any application to cancel Your reservation at least 14 days before the Departure Date of Your reservation, then You will be refunded an amount equal to 75% of the Fee paid for that reservation.

(b) If You make any application to cancel Your reservation 13 days or less before the Departure Date of Your reservation or if You fail to make any application to cancel Your reservation and fail to take part in the 3CTE You will not be entitled to any refund of the Fee paid for that reservation. You may be eligible to seek an alternate Departure Date in accordance with clause 3.1(b) and (c).

(c) If You make an application to cancel Your reservation due to ill health or injury, PWS may offer you an alternate Departure Date (based on availability) or a 100% refund on production of a medical certificate. The full refund is not available to the entire party, the refund is only available to the injured/ill walker, one other accompanying adult party member and any Children and or Infant in either adults care.

4. NO TRANSFERS

Reservations are not transferable unless PWS, at its absolute discretion, approves a request.

5. ALTERATIONS OR CANCELLATIONS BY PWS

(a) The safety and well-being of persons undertaking the 3CTE is the highest priority for PWS.

(b) PWS reserves the right to:

(i) vary any scheduled Departure Time of a Boat Trip and/or the time of departure of a Bus Trip;

(ii) vary or substitute the means of transport and/or the experience provided in respect of the Boat Trip and/or the Bus Trip;

(iii) cancel any reservation and the associated right to undertake the 3CTE or any part thereof and;

(iv) evacuate You from the Three Capes Track at any point in connection with operational, safety or other circumstances as determined by PWS in its absolute discretion. In such circumstances You must comply with all directions given by PWS.

(c) You may be entitled to a partial or full refund of the Fee paid in respect of the reservation affected in the circumstances described in subclauses (b) (iii) or (iv) as follows;

(i) if You have not commenced the 3CTE You will be refunded 100% of the fee paid in respect of Your reservation or the option to reschedule Your booking (subject to availability)

(ii) if You have commenced the 3CTE You will be refunded an amount equal to 50% of the Fee paid for that reservation.

(d) PWS may also prevent You from, or request you stop, undertaking the 3CTE if PWS determines that, You:

(i) would not be able to board and/or disembark from the vessel providing the Boat Trip in a safe manner;

(ii) are impaired under the influence of drugs and/or alcohol or;

(iii) acting in such a manner so as to likely cause a disruption and detract from the 3CTE for other persons and/or impact on the ability of PWS to provide a safe 3CTE to all persons involved with or undertaking the 3CTE;

(iv) are acting in manner contrary to any of your obligations as set out in clause or;

(v) do not possess the appropriate clothing and/or equipment necessary to complete the 3CTE.

(e) In such circumstances, as outlined in clauses (d)(i), (ii), (iv) and (v), Your reservation will be taken to have been cancelled. If the cancellation is made pursuant to subclause (i), You may be entitled to a partial or full refund of the Fee paid at the discretion of PWS. If the cancellation is made pursuant to subclauses (ii), (iii), (iv) or (v), you will not be entitled to any refund of the Fee paid.

(f) PWS reserves the right to take all necessary steps to ensure the safety of all persons involved in the 3CTE.

6. BOAT TRIP GENERALLY

If You:

(a) will not be able to arrive at PAHS at such time so as to satisfy the requirements of clause , You must seek to contact the Three Capes Track desk at the Port Arthur Historic Site on **(03) 6251 2378** between 9.00am and 5.00pm as soon as practical;

(b) fail to comply with the requirements of clause , (or fail to comply with any directions given in respect of any amended Departure Time) and Your scheduled Boat Trip departs without You then:

(i) if You have not arrived at PAHS You must immediately seek to contact the Three Capes Track desk at the Port Arthur Historic Site on **(03) 6251 2378** between 9.00am and 5.00pm if You have not already done so in accordance with subclause (a);

(ii) on arriving at PAHS or if You are already at PAHS You must immediately seek to inform the person at the reception area at PAHS where the Pass is provided of what has occurred;

(iii) You must comply with any directions given by the persons You have so contacted.

(c) If You have missed Your scheduled Boat Trip as provided for in subclause (b) then if You have complied with the requirements of that clause You may be granted at the sole and absolute discretion of PWS and its contractor a seat on a later Boat Trip scheduled that same Departure Date if there is such a later scheduled departure and there is space on that later Boat Trip;

(d) If You miss Your schedule Departure Time for the Boat Trip and have not been granted a seat in accordance with subclause (c) then:

(i) subject to subclause (ii) Your reservation is taken to have been cancelled and clause applies;

(ii) it is open to You to negotiate with the operator of the Boat Trip to provide You with direct boat passage from PAHS to Denmans Cove on that same Departure Date provided that:

(A) PWS and the operator of the Boat Trip have no obligation whatsoever to provide any such further or any other passage with the decision to provide a further trip entirely at the operator of the Boat Trip's discretion;

(B) PWS has absolutely no obligation to assist with such negotiations;

(C) the operator of the Boat Trip may request a further payment from You in order to provide such passage with the amount and manner of any such payment solely a matter for You and the operator of the Boat Trip;

(D) except where the context requires otherwise all these terms and conditions relating to the Boat Trip will continue to apply to such passage.

(e) SPECIAL CIRCUMSTANCES

Notwithstanding the above clauses if You have been forced to cancel Your reservation or fail to take part in the 3CTE (or any part thereof) due to extenuating and unforseen medical or other serious circumstances You may make application to PWS to consider a revised Departure Date or greater refund of the Fee than that provided elsewhere in these terms and conditions provided that any such decision will be at PWS's sole and absolute discretion. PWS is under no liability whatsoever

to revise the Departure Date or make any such further refund than that provided for in these terms and conditions. You may be required to provide supporting documentation to the satisfaction of PSW in support of your application.

8. CONDITIONS RELATING TO THE UNDERTAKING OF 3CTE

8.1 General matters

When undertaking the 3CTE, You must:

(a) follow the itinerary set by PWS for persons undertaking the 3CTE;

(b) carry Your Pass with You at all times while undertaking all aspects of the 3CTE;

(c) bring with You appropriate equipment, clothing and supplies for the conditions to be experienced undertaking the 3CTE;

(d) exercise due caution, care and respect of all other persons taking part in the 3CTE and must not behave in a manner that is offensive, or which might unreasonably disturb or cause discomfort, distress, offence or injury to another person;

(e) adhere to any biosecurity protocols put in place by PWS at all times while undertaking the 3CTE including appropriately using the boot washdown stations at the start of the Three Capes Track at Denmans Cove and that station just after the junction with the Cape Pillar track;

(f) adhere, where appropriate, to any "leave no trace" principles put in place by PWS whilst undertaking the 3CTE including carrying all personal rubbish and items out with you;

(g) comply with all notices and directions given by PWS;

(h) only bring with You such baggage and personal property as is appropriate to undertaking the 3CTE. You must not bring any items that are prohibited by law or are likely to endanger any other person involved or taking part in the 3CTE. Some or all of Your baggage and personal property may be refused to be stored, carried or allowed throughout the 3CTE if excessive in size or weight, not securely packed, if it may cause discomfort or inconvenience to other persons (for example, because of any odour it emits, or for safety or operational reasons. You must comply with all reasonable direction and requests from PWS in respect of Your baggage and personal property, including allowing it to be searched if reasonable in the circumstances, and You bear all responsibility for Your own baggage and personal property, including carrying it for the duration of the walk along the Three Capes Track;

(i) comply with the requirements of all applicable laws;

(j) remain seated whenever requested on the Boat Trip and/or Bus Trip;

(k) where alcohol is permitted, drink in moderation;

(l) use cameras or photographic devices (including mobile phones) for personal use only;

(m) not smoke while on the Boat Trip, the Bus Trip or at any of the Nodes;

(n) not use illicit drugs, or use prescription drugs which You are not medically required to take;

(o) not do anything which may endanger the safety of the crew on the Boat Trip, the driver of the Bus Trip, other PWS and PAHSMA staff and those other persons taking part in the 3CTE; and

(p) not tamper, interfere with or damage any part of the vessel providing the Boat Trip, the bus used in the Boat Trip or the facilities and infrastructure at the Nodes.

8.2 Matters relating to PAHS

(a) You must make Your own transport arrangements to and from the Port Arthur Historic Site at the commencement and end of Your 3CTE.

(b) You must ensure You arrive at the PAHS and have checked in at PAHS and received Your Pass at least 90 minutes before Your scheduled Departure Time.

(c) Limited long term parking is available at the PAHS for persons undertaking the 3CTE. While all reasonable endeavours will be made to manage the car parking space so there is sufficient space for all persons who have a reservation to undertake the 3CTE no guarantee that sufficient space will be available at PAHS for Your vehicle is made. Any parking of Your vehicle at PAHS will be entirely at Your own risk.

(d) Limited storage facilities in an internal storage room are available at the PAHS for persons undertaking the 3CTE. While all reasonable endeavours will be made to manage the storage space so there is sufficient space for all persons who have a reservation to undertake the 3CTE no guarantee that sufficient space will be available at PAHS for Your property is made. Any storage of Your property at PAHS will be entirely at Your own risk and subject to any terms and conditions staff of the PAHSMA may impose, including in respect of the amount and type of items that may be stored and when they may be available to be accessed (with access to the storage space only to be undertaken by an PAHSMA representative).

(e) As part of Your 3CTE reservation You will be provided with two years of personal, non-transferrable access to the PAHS, which right will be recorded on PAHSMA internal systems (You will not necessarily be provided with a physical pass) and which rights will be subject to any terms and conditions PAHSMA impose, including in respect of termination.

8.3 Matters relating to Boat Trip

(a) You undertake Your nominated Boat Trip in order to commence the walk on the Three Capes Track. Access to the start of the Three Capes Track at Denmans Cove is by boat only. There is no vehicle access to Denmans Cove.

(b) Upon receiving Your Pass, You will be informed of the meeting point within PAHS to await the Boat Trip. You must present at the designated meeting point at least 20 minutes before Your Departure Time.

(c) You must comply with all directions given by the representatives (including all crew) of the operator of the Boat Trip regarding the Boat Trip, including boarding, stowage of equipment, seating, disembarking and conduct while on the Boat Trip.

8.4 Walk and accommodation

(a) Unless otherwise notified by PWS, You must:

(i) walk the Three Capes Track from Denmans Cove to Fortescue Bay;

(ii) only spend one night at each Node in the order as follows:

(A) Surveyors;

(B) Munro;

(C) Retakunna;

(iii) not skip a Node or stay any more than one night at any of the Nodes.

(b) Subject to clauses 2.4(c)(iii) and 8.6 of these terms and conditions, no specific mattress or beds can be reserved at any of the Nodes. These will be assigned by a PWS officer on a first-come, first-served basis (although requests will be facilitated wherever possible).

(c) At the Nodes, You must act in a respectful and considerate manner and use the facilities and services available in a proper manner and leave them in a clean, tidy and safe state following any such use.

8.5 Bus Trip

(a) You will have the option of being transported at the end of Your walk from Fortescue Bay back to the PAHS by way of the Bus Trip.

(b) If You do not wish to undertake the Bus Trip, You must inform:

(i) the Three Capes Track team by calling (03 6165 4254) or emailing ThreeCapesTrack@parks.tas.gov.au or;

(ii) the person from whom you receive your Pass upon check-in at PAHS; or;

(iii) the PWS Host Ranger at one of the three Nodes.

(c) You must ensure that You arrive at Fortescue Bay at least 20 minutes before the departure time of Your scheduled Bus Trip. Failure to do so may result in You having to make Your own travel arrangements from Fortescue Bay.

(d) You are only entitled to a seat on the Bus Trip applicable to your reservation.

(e) You must comply with all directions given by the representatives (including the driver of the bus) of the operator of the Bus Trip regarding the Bus Trip, including boarding, stowage of equipment, seating, disembarking and conduct while on the Bus Trip.

8.6 Education Group Trip requirements

(a) The following subclauses (a) to (d) apply to Educational Group Trips only.

(b) An Educational Group Trip must comprise no more than 16 persons:

(i) where all persons, other than those persons referred to in subclauses (ii) and (iii), are current students of (or where relevant, participant members of) the relevant Educational Body;

(ii) where one member is the EGT Responsible Person;

(iii) where there is eight or less persons on the Educational Group Trip, there must be at least one (and no more than two) other persons (other than the EGT Responsible Person) over the age of 18 as at the relevant Departure Date employed by, or a relevant officeholder of, the Educational Body as part of that group of eight or less persons and where there is between nine and sixteen persons on the Educational Group Trip, there must be at least two (and no more than three) other persons (other than the EGT Responsible Person) over the age of 18 as at the relevant Departure Date employed by, or a relevant officeholder of, the Educational Body as part of that group of between nine and sixteen persons on the Educational Group Trip.

(c) An EGT of eight or less persons will be accommodated in either a (nominated by the EGT Responsible Person) single room of eight bunk beds or two rooms of four bunk beds at each Node, while an Educational Group of between nine and sixteen persons on the Educational Group Trip will be accommodated in (nominated by the EGT Responsible Person) two rooms each of eight bunk beds or one room of eight bunk beds plus two rooms of four bunk beds or four rooms of four bunk beds at each Node. Sleeping in other rooms by any members of an Educational Group Trip will not be permitted.

(d) The EGT Responsible Person is responsible for:

(i) ensuring appropriate supervision and accounting for all persons at all times while on the relevant Educational Group Trip, including ensuring details of all persons on the Educational Group Trip is correct at the time of departure, that a complete list of emergency contacts for all persons on the Educational Group Trip is readily available, keeping all such persons provided and updated with all relevant information and ensuring their compliance with these terms and conditions and any directions given by any PWS representative;

(ii) determining which person sleeps in which bed in those rooms at the Nodes provided in accordance with subclause (c) and ensuring (taking into account the requirements of subclause (d)) such sleeping configuration for persons on the Educational Group Trip applies with the relevant procedures and policies for such matters applicable to that Educational Body;

(iii) ensuring all applicable laws relating to the activities being undertaken are complied with by all persons on the Educational Group Trip; and

(iv) ensuring all persons on that Educational Group Trip have appropriate clothing, footwear and equipment, sleeping bag, adequate food and water, and sunscreen and have been adequately instructed in the proper use of equipment and safety requirements;

(e) Without limiting the obligations of the EGT Responsible Person under these terms and conditions all Children within an Educational Group Trip must be supervised at all times by the persons referred to in subclauses (b)(ii) and (iii).

9. INDEMNITIES AND LIABILITY ISSUES

9.1 Health and fitness

You must only undertake the 3CTE if You are in a sufficiently physically fit shape and suffer no medical conditions which may affect Your ability to participate in and complete the 3CTE without assistance.

9.2 Risks

In undertaking the 3CTE, You:

(a) accept that there are potential hazards in undertaking the 3CTE (including walking at heights and near cliff faces as well as the potential of falls, trips, injury, bites and exposure);

(b) accept that as there is no road access to the Three Capes Track and that evacuation of injured or ill walkers is difficult;

(c) have a full appreciation of the nature and extent of all the risks involved in the 3CTE;

(d) undertake the 3CTE absolutely voluntarily and at Your own risk and will be properly prepared and equipped when undertaking the 3CTE;

(e) will be walking predominantly in a wilderness area of a national park;

(f) accept that it is recommended that You (or someone who is accompanying You on the 3CTE) holds a current first aid certificate and carries a first aid kit; and

(g) accept that there may be variations to the proposed itinerary for Your 3CTE.

9.3 Indemnity and release

(a) You hereby indemnify PWS against all Claims for personal injury or death of any person, loss of or damage to property of any person, or financial loss suffered by any person arising from, or attributable to You undertaking the 3CTE.

(b) You release PWS from all Claims:

(i) for any personal injury or death You experience;

(ii) for any loss of or damage to Your property; and

(iii) any financial loss You may suffer,

in connection with Your reservation and/or the 3CTE. This release includes (for the avoidance of doubt) a release in respect of any Claim relating to extra travel, accommodation and other costs You may incur.

(c) The indemnities and release in this clause :

(i) are continuing obligations and survive the completion of Your 3CTE; but

(ii) do not extend to liability caused by the PWS's wrongful (including) act or omission to the extent of such act or omission.

10. MISCELLANEOUS

10.1 Travel insurance

(a) PWS strongly recommends that You take out and hold an appropriate level of insurance that provides coverage for You while You are undertaking the 3CTE in the event of cancellations, delays or evacuations.

(b) PWS will not be liable for injury, damage or any costs incurred by you and is unable to rearrange transport and accommodation in the event of cancellation, delay or evacuation.

(c) When selecting insurance products, ensure they provide cover against personal accidents or injury, medical expenses, emergency repatriation and cancellation for any reason including bereavement, delayed flights and lost luggage and personal effects. For Australian residents, under the Australian Government Medicare Act, it is prohibited for any domestic travel insurance product to provide any financial reimbursement with regard to ambulance or air ambulance services. You may therefore choose to take ambulance cover through Your health insurance provider.

10.2 Personal information

Personal information provided by You in using this and linked PWS websites and as otherwise required by these terms and conditions will be collected for the purpose of managing Your application and any subsequent reservation in respect of the 3CTE. Failure to provide information as requested by PWS may result in any relevant application not being able to be processed. Your personal information may also be used by PWS and PAHSMA for research purposes to improve the management of the 3CTE, the Three Capes Track itself and other similar tracks and experiences managed by PWS and by using this and any linked PWS websites You agree to the collection and use of such information. After Your 3CTE is completed, You may be contacted by PWS to undertake a voluntary visitor survey of Your experience.

10.3 Jurisdiction

These terms and conditions are governed by the law of Tasmania. You agree to submit to the jurisdiction of the courts of Tasmania in connection with any dispute concerning these terms and conditions.

10.4 Severance

If, at any time, any of these terms and conditions are illegal, prohibited, void or unenforceable for any reason, those terms and conditions are severed from the remaining terms and conditions and the remaining terms and conditions will remain valid.

10.5 Change of terms and conditions

PWS reserves the right to amend, modify, add, delete and make corrections to these terms and conditions without notice at any time at its absolute discretion. You will be required to comply with any such amended terms and conditions from when they appear on this website.

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Tasmanian Government